

**AGREEMENT**

**between the**

**BOROUGH OF FAIR LAWN**

**and the**

**DEPARTMENT HEADS' ASSOCIATION  
OF THE BOROUGH OF FAIR LAWN**

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**TERM:      JANUARY 1, 2017 THROUGH DECEMBER 31, 2021**

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**WITNESSETH:**

**WHEREAS**, certain full-time **EMPLOYEES** who are eligible for inclusion in an appropriate bargaining unit pursuant to N.J.S.A. 34:13A-5.3 are otherwise unorganized as a bargaining unit, and have engaged in negotiations for compensation as Municipal Employees of the **BOROUGH** of Fair Lawn (hereinafter referred to as the "Borough"; and have chosen to bargain as a unit, by designated representatives, on behalf of the "**DEPARTMENT HEADS ASSOCIATION**" (hereinafter referred to as the "Association" or "Employee" of the **BOROUGH** of Fair Lawn; and

**WHEREAS**, said **full-time EMPLOYEES** have, through their designated representatives, met with the **BOROUGH** relative to certain terms and conditions of employment and compensation.

**NOW, THEREFORE**, the parties agree to the following:

**I. TERMS OF AGREEMENT:**

- A. This Agreement shall take effect and bind all the parties from January 1, 2017 through December 31, 2021. Thereafter, all the provisions of this Agreement shall remain in full force and effect until a new agreement is executed.

**II. RECOGNITION:**

- A. The **BOROUGH** recognizes the **ASSOCIATION** as the exclusive representative, as certified on January 17, 1991 by the New Jersey Public Employment Relations Commission (Docket No. RO-91-59) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time Department Heads, including the Health Officer, Borough Engineer, Superintendent of Public Works, Tax Assessor, Construction Official and Superintendent of Recreation & Parks, but excluding all Blue Collar Employees, White Collar Employees, Chief Financial Officer/Treasurer, Borough Clerk, Borough Manager, Police Officers, and all other Employees of the **BOROUGH**.

**III. SALARIES:**

- A. Effective January 1, 2017, there shall be a salary increase of 1.0% to be computed upon the base salary of December, 2016.
- B. Effective January 1, 2018, there shall be an additional salary increase of 1.5% to be computed upon the base salary of December, 2017.



- C. Effective January 1, 2019, there shall be an additional increase of 1.0% to be computed upon the base salary of December, 2018.
- D. Effective January 1, 2020, there shall be an additional increase of 1.5% to be computed upon the base salary of December, 2019.
- E. Effective January 1, 2021, there shall be an additional increase of 1.0% to be computed upon the base salary of December, 2020.
- F. Salary increments for new hires shall move from minimum to maximum by a process of five (5) steps within five (5) years. New **EMPLOYEES** hired on or before July 1<sup>st</sup> shall receive their annual step on the following January 1<sup>st</sup>. New **EMPLOYEES** hired after July 1<sup>st</sup> shall wait until the next succeeding January 1<sup>st</sup> for their initial step. Management reserves the right to offer employment to a new hire at any rate between minimum and maximum. The rate offered as a minimum will be divided into five (5) equal steps.
- G. In order to be eligible for retroactive payment, an **EMPLOYEE** must have been employed by the Borough of Fair Lawn on the signing date of the new contract.

**IV. LONGEVITY:**

- A. Longevity payments begin on the January following completion of three (3) consecutive years of service. The **EMPLOYEE'S** longevity, if eligible for longevity credit shall carry forward with the **EMPLOYEE** that has been promoted or demoted from a different Borough bargaining unit.

The **EMPLOYEE'S** longevity, if eligible for longevity credit shall carry forward with the **EMPLOYEE** from a different Borough bargaining unit.

Each existing **EMPLOYEE** shall receive longevity pay of one per cent (1%) for each three years of service and two per cent (2%) for each five years of service. (Example: Three years 1%, five years 2%, eight years 3%, ten years 4%, etc.) Longevity credit shall be computed for the first full calendar year hired (January through December) and every calendar year thereafter.

- B. The longevity scale for all **EMPLOYEES** hired after January 1, 2009 and on or before April 22, 2013 shall be as follows:

Less than 5 years of employment	-	\$ 0
5 years but less than 10 years	-	\$ 500
10 years but less than 15 years	-	\$ 750
15 years but less than 20 years	-	\$1,000
20 years but less than 25 years	-	\$1,750
25 years or more		\$2,000



- C. Longevity shall not apply to **EMPLOYEES** hired after April 22, 2013.

**V. BEREAVEMENT DAYS:**

- A. Each **EMPLOYEE** herein shall be entitled to three (3) bereavement days without loss of pay in the event of the death of an immediate family member. An immediate family member is defined as father, mother, spouse, child, foster child, sister, brother, domestic partner, step-children, step-parents, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law of the **EMPLOYEE** or the **EMPLOYEE'S** spouse and relatives of the **EMPLOYEE** residing in the **EMPLOYEE'S** residence, and for all other family members, there shall be a bereavement period of one (1) day with pay.

**VI. HOURS OF WORK AND OVERTIME:**

- A. It is understood that Department Heads must be available to work as the needs of their Department require, as determined by the Borough Manager.
- B. All hours worked in excess of thirty-five (35) a week shall be considered overtime, and shall entitle an **EMPLOYEE** to compensatory time off at straight time, on and hour-for-hour basis. There shall be no monetary payment for overtime.
- C. Overtime shall be subject to the approval of the Borough Manager and the use of compensatory shall also be subject to the approval of the Borough Manager, but shall not be unreasonably denied.
- D. All compensatory time must be taken during the calendar year in which it was earned, or with written approval by the Borough Manager may be carried over into the following year. The balance of unused compensatory time beyond the approved carryover as set forth above shall be subject to forfeiture.

**VII. HEALTH BENEFITS:**

- A. The **BOROUGH** shall provide all full-time permanent **EMPLOYEES**, their spouses and eligible dependents covered by this agreement with Health Benefits coverage through the New Jersey State Health Benefit Plan (NJSHBP), as it exists or as modified by the New Jersey State Health Benefit Program, including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program so long as the coverage remains reasonably equivalent to the current coverage at the time this Agreement is executed. The **BOROUGH** agrees to pay the cost of the NJSHBP Plan selected by the

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**EMPLOYEE**, subject to the **EMPLOYEE** cost contributions as set forth in paragraph E, hereunder.

- B. The **BOROUGH** retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the **EMPLOYEES** and their eligible dependants is reasonably equivalent to the current coverage at the time this Agreement is executed. The **BOROUGH** further reserves the right, at its option, to self-insure any of said plans and coverage so long as the level of benefits provided to the **EMPLOYEES** and their eligible dependents is reasonably equivalent to the current coverage at the time this Agreement is executed.
- C. The **BOROUGH** agrees to provide a prescription plan for all full-time **EMPLOYEES**, their spouses, and eligible dependents through the New Jersey State Health Benefit Plan (NJSHBP) and are subject to the current and all future additional changes to reflect the applicable New Jersey State Health Benefit Plan Prescription co-pays so long as the prescription plan remains reasonably equivalent to the current plan at the time this Agreement is executed.
- D. The **BOROUGH** retains the right, at its option, to change any of the existing prescription plans or carriers providing such benefits, so long as the level of benefits provided to the full-time **EMPLOYEES** and their eligible dependants is reasonably equivalent to the current prescription plan at the time this Agreement is executed. The **BOROUGH** further reserves the right, at its option, to self-insure any of said plans and coverage so long as the level of benefits provided to the full-time **EMPLOYEES** and their eligible dependents is reasonably equivalent to the current plans at the time this Agreement is executed.
- E. All **EMPLOYEES** covered by this agreement shall contribute **18%** of the premium of the NJSHBP plan selected by the **EMPLOYEE** for healthcare and prescription coverage.
- F. During each year of this Agreement, the **BOROUGH** shall reimburse **EMPLOYEES** in the bargaining unit for the cost of an eye examination and/or prescription glasses not to exceed a total payment of Two Hundred Twenty-Five (\$225.00) Dollars every two (2) years per **EMPLOYEE**. This is an “**EMPLOYEE** only” benefit. Bills are to be submitted to the **BOROUGH** by September 1 of each year, if possible.
- G. The **BOROUGH** shall continue to provide to the members of the bargaining unit a family dental plan equivalent to the “Delta Dental Plan” with an annual benefit limitation of \$1000.00 per family member. The **BOROUGH** shall offer increased coverage through an optional dental plan at the **EMPLOYEE’S** expense.

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- H. The **ASSOCIATION** agrees to consider alternative health benefits plans should the **BOROUGH** find any which provide reasonably equivalent benefits at a lower cost.

**VIII. VACATION DAYS:**

- A. The following vacation time shall accrue to each of the **EMPLOYEES** and are computed as work days:

0 to end of 1 <sup>st</sup> calendar year	- 1 day per month
1 to 5 years	- 13 days
6 to 10 years	- 15 days
11 to 15 years	- 17 days
16 to 20 years	- 19 days
21 to 25 years	- 21 days
26 to 30 years	- 23 days
31 or more years	- 25 days

Each **EMPLOYEE** shall be permitted to carry forward into the succeeding year a maximum of the number of days equivalent to the **EMPLOYEE'S** yearly accrual rate as of the final month of the preceding year. No **EMPLOYEE** will be able to carryover more than his or her accrual rate. The balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

- B. Newly hired **EMPLOYEES** do not accumulate, and are not entitled to take vacation during the (90) day probationary period. However, at the end of the probationary period, the **EMPLOYEE** shall be credited with vacation time for each fully completed calendar month retroactive to the initial employment start date.
- C. The Borough Manager shall take reasonable efforts to facilitate the desires of the **EMPLOYEES** with regard to vacation scheduling, subject to the needs of the **BOROUGH** regarding conflicts and continuous coverage.

**IX. SICK DAYS:**

- A. Each of the **EMPLOYEES** shall have one (1) day sick leave per month for the first year. After the first year, each of the **EMPLOYEES** shall be entitled to fifteen (15) days per year, five (5) days of which may be used as personal days. Sick days may be accumulated from one (1) year to the next. Time is calculated from the first of each year. If a worker is hired during the course of a year, he receives one (1) sick leave day per month until the start of the calendar year. Personal days will be prorated on the amount of sick leave time accumulated for that year, i.e., if an **EMPLOYEE** starts July 1, he or she would receive two and

one-half (2-1/2) personal days out of the six (6) sick leave days allotted him or her for that year.

**X. TERMINAL LEAVE:**

- A. It is further expressly agreed that the following benefits derived either directly or indirectly from the **BOROUGH** ordinances shall continue for the life of this Agreement:

Terminal Leave Policy as outlined in Ordinance No. 1414-88, as amended by Ordinance Nos. 1444-90 and 1696-97, (reference Borough Code § 30-8. Medical Coverage), shall be deemed to be a part of this Agreement as if recited herein at length. It is specifically understood, however, that no **EMPLOYEE** hired after April 26, 1988 shall be entitled to any terminal benefit under this policy or this Contract. More particularly, an eligible **EMPLOYEE** to be eligible for the benefits hereunder must fulfill the requirements of one of the following:

1. Has retired on a disability.
  2. Has retired after 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
  3. Has retired and reached the age of 65 years or older with 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
  4. Has retired and reached the age of 62 years or older with at least the last 15 years of service with the Borough of Fair Lawn at the time of retirement.
- B. All other benefits from all other **BOROUGH** ordinances now in existence, except that no **EMPLOYEE** hired after the effective date of the 1990 Salary Ordinance (March 19, 1990) shall be entitled to receive any payment for accumulated sick leave as outlined in **BOROUGH** Ordinance No. 1414-88.

**XI. HOLIDAYS:**

- A. Each **EMPLOYEE** shall have the following paid holidays:
1. New Year's Day
  2. Martin Luther King Day

 



3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. One (1) Floating Holiday

When any of the above-mentioned legal holidays fall on a Saturday, such Holiday shall be celebrated on the Friday before. When any of the above-mentioned legal holidays fall on a Sunday, such Holiday shall be celebrated on the Monday after. If Christmas Eve Day falls on a Saturday or Sunday, the Holiday shall be celebrated on the Friday before. If Christmas Eve Day falls on a Friday, the Holiday shall be celebrated on the Thursday before.

**XII: VACANCIES IN POSITIONS:**

- A. All vacancies in positions shall be filled pursuant to New Jersey Civil Service Commission/New Jersey Department of Personnel procedures.
  1. Such vacancies shall be adequately publicized including at all respective applicable Borough locations. Nothing herein is to be construed to mean that the Borough Manager shall not be free to publicize and otherwise seek qualified personnel from outside the Borough to fill such vacancies.
- B. Positions are defined as all positions within the bargaining unit.
- C. In the event that New Jersey Civil Service Commission/New Jersey Department of Personnel rules or regulations conflict with any of the above, such rules or regulations shall take precedence over this Article.

**XIII: DISABILITY PLAN:**

- A. All full time **EMPLOYEES** are to be included in the State of New Jersey Disability Plan, if possible. If not, the **BOROUGH** will pay the total cost of the year's premium of an equivalent plan.

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**XIV: EMPLOYEE AND BOROUGH RIGHTS:**

- A. This Agreement shall not be construed to deny or restrict any **EMPLOYEE** or the **BOROUGH** of any rights as they may have under New Jersey laws or other applicable laws and regulations except where indicated in this Agreement.
- B. Whenever any **EMPLOYEE** is required to appear before the governing body concerning any matter which could adversely affect the continuation of that **EMPLOYEE** in his/her position of employment, he/she shall be entitled to have a representative of the **ASSOCIATION** present to advise him/her and represent him/her during such meeting or interview, provided that the **EMPLOYEE** requests such representative, and further provided that such representative does not interfere with or delay the meeting or interview by more than two (2) days.

**XV: PAYMENT FOR JOB-RELATED LICENSES AND FEES:**

- A. The **BOROUGH**, with prior written approval by the Borough Manager shall pay for coursework, licenses, fees and necessary professional organization fees required as part of the **EMPLOYEE'S** job.

**XVI: GRIEVANCE PROCEDURE:**

A. DEFINITIONS:

- 1. **Grievance:** A "grievance" is a claim by an **EMPLOYEE** within the Bargaining Unit of the **ASSOCIATION** based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more **EMPLOYEES** within the Bargaining Unit.
- 2. **Aggrieved Person:** An "aggrieved person" is the person or the **ASSOCIATION** making the claim.
- 3. **Party in Interest:** A "party in interest" is the person making the claim and any individual including the **ASSOCIATION** or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE OF PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting

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**EMPLOYEES.** Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. STEP ONE:

An aggrieved person shall file the grievance in writing to the Borough Manager within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance.

The grievance must identify the grievant by name(s) and be signed by him/her and a bargaining unit representative. It must set forth a statement of facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all **BOROUGH** representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific Agreement provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.

Any grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the **BOROUGH** and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the **BOROUGH**.

Once a grievance comporting with all the foregoing requirements is timely filed, the Borough Manager shall investigate the grievance and render a written response, which shall be given to the grievant within twenty (20) working days from receipt of the grievance.

2. STEP TWO:

If the aggrieved person is not satisfied with the disposition of his or her grievance at Step One or if no decision has been rendered within twenty (20) working days of submission of the grievances at said level, the aggrieved person may submit a request in writing to the **ASSOCIATION** that the grievance be submitted to arbitration. Said request must be submitted to the **ASSOCIATION** with notice to the Borough Clerk within ten (10) working days of the decision at Step One or ten (10) working days

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from the last day on which the decision should have been rendered at Step One, whichever is sooner. If the **ASSOCIATION** determines that the grievance is not meritorious, it shall notify the Borough Manager who will then provide notice to the Borough Clerk of the same. If the **ASSOCIATION** determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) calendar days of its receipt of a request by the aggrieved person.

D. LIST OF ARBITRATORS

Within fifteen (15) working days of such written notice of submission to arbitration, the Employer and the **ASSOCIATION** shall request a list of arbitrators from the Public Employees Relations Commission. The parties shall then be accordingly bound by the rules and procedures of the Public Employees Relations Commission.

E. DECISION AND EFFECT

The arbitrator's decision shall be in writing and submitted to the Employer and the **ASSOCIATION**. Said decision shall be final and binding on the parties.

F. COSTS

The costs of the services of the arbitrator shall be borne equally between the **BOROUGH** and the **ASSOCIATION**. An aggrieved **EMPLOYEE** shall suffer no loss in pay as a result of the time spent appearing on his/her own behalf in an arbitration proceeding. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

G. CHOICE OF REPRESENTATION

Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized **ASSOCIATION** representative(s), including counsel retained by the **ASSOCIATION**, or retained counsel of the aggrieved person's own choice.

H. LIMITATION ON PAYMENT OF FEES

If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the **ASSOCIATION** shall not be responsible for the payment of fees or expenses of said counsel.



I. WRITTEN GRIEVANCES

It is understood by both parties, that all grievances must be submitted in writing and specifically spell out the alleged violation along with the relevant Article of this Agreement. Failure of the aggrieved and an **ASSOCIATION** Representative(s) to sign the grievance will result in dismissal of said grievance.

J. WRITTEN DECISIONS

Decisions rendered at Step (1) and Step (2) of the grievance procedure shall be in writing, setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest.

K. TIME LIMITATIONS

The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

L. REPRISALS

Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative, and any member of the **ASSOCIATION** or any other participant in the grievance procedure by reason of such participation.

M. ELECTION OF REMEDIES

**EMPLOYEES** shall have an election as to whether they shall pursue remedies under Public Employee Relations Commissions procedures relating to unfair labor practices or the grievance procedure set forth herein. In any event, any action beyond Step (2) in the grievance procedure shall constitute an election to pursue remedies under this Agreement.

N. LIMITATION ON OBLIGATION OF ASSOCIATION

No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Borough Manager. If the aggrieved elects to pursue Civil Service Procedure, the arbitration hearing shall be canceled and the matter withdrawn from arbitration with whatever costs being incurred in processing the case to arbitration being borne by the aggrieved.

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O. NEW JERSEY CIVIL SERVICE COMMISSION

It is the intent of the parties that no matter in dispute that is subject to the review and/or decision of the New Jersey Civil Service Commission/New Jersey Department of Personnel may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to the New Jersey Civil Service Commission/New Jersey Department of Personnel review and decision.

P. INFORMAL EFFORTS

Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the **ASSOCIATION** from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

**XVII: NO STRIKE PLEDGE:**

- A. The **ASSOCIATION** covenants and agrees that neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, i.e., the concerted failure to report for duty, or willful absence of an **EMPLOYEE** from his/her position, or stoppage of work or abstinence in whole or in part from the full and proper performance of the **EMPLOYEE'S** duties of employment, work stoppage, slowdown or walkout against the **BOROUGH**.
- B. The **ASSOCIATION** agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- C. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by the **ASSOCIATION** member shall entitle the **BOROUGH** to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the **BOROUGH** in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the **ASSOCIATION** or its members.

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- E. It is expressly understood that the **BOROUGH** shall not be required to negotiate with the **ASSOCIATION** under any condition so long as any of the **EMPLOYEES** are engaged in any form of job action.

**XVIII: MANAGEMENT RIGHTS:**

- A. The Borough of Fair Lawn hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignments, to promote or transfer employees;
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
  4. To establish a code or rules and regulations of the Borough for its own operations;
  5. To make all such decisions relating to the Borough's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
  6. To establish any new job qualifications, classifications and job content and to change same without prior negotiations thereof;
  7. To establish, change, or combine and schedule the working hours of employees without prior negotiations thereof;
  8. To change the job description assignments and duties of any classification;
  9. To determine the reasonable work performance levels and standards of performance of the employees;
  10. To take actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.;
  11. To assign work as it determines will benefit the Borough and/or the public it serves;
  12. To utilize the services of a contractor when, in the sole judgment of the Borough, such services would be more efficient; and
  13. To establish or change any term or condition of employment which is not specifically covered within this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the **BOROUGH**, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or

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condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement.

- C. Nothing contained herein shall be construed to deny or restrict the **BOROUGH** of its exclusive right to administer the **BOROUGH** and control the work of its personnel, nor to deny or restrict the **BOROUGH** in any of its rights, responsibilities and authority under N.J.S.A. 40A, or any other national, state or local laws or ordinances.
- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the **BOROUGH** not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set herein.
- E. It is specifically understood that this clause is deemed to be a waiver by the **ASSOCIATION** of any bargaining rights it may have by statute, for the duration of this Agreement.
- F. The **ASSOCIATION**, on behalf of the **EMPLOYEES**, agrees to cooperate with the **BOROUGH** to attain and maintain full efficiency.

**XIX: FULLY BARGAINED CLAUSE:**

- A. This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations.
- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter which was or could have been the subject of negotiations.
- C. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

**XX: NON-DISCRIMINATION:**

- A. There shall be no discrimination by the **BOROUGH** or the **ASSOCIATION** against any **EMPLOYEE** because of the **EMPLOYEE'S** membership or non-membership in the **ASSOCIATION**.
- B. Under no circumstances will the **BOROUGH** or **ASSOCIATION** discriminate against any **EMPLOYEE** on the basis of sex, race, creed, color, religion, national

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origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, gender identity or expression and/or any other characteristic protected by law.

**XXI: EFFECT OF LEGISLATION – SEPERABILITY:**

- A. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of the Agreement shall continue in full force and effect.

**XXII: ASSOCIATION BUSINESS:**

- A. The **BOROUGH**'s sole responsibility in the administration of all **ASSOCIATION** matters shall be with the **ASSOCIATION** representative(s). Wherever notice is required to the **ASSOCIATION**, and whenever official dealings with the **ASSOCIATION** are required, the **ASSOCIATION** representative(s) shall be the designated representative(s) of the **ASSOCIATION** for such matters which take place at the work place.
- B. Grievances are to be discussed by the **ASSOCIATION** representative(s) on their own time. In accordance with Paragraphs C and D below, the **ASSOCIATION** representative(s) shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with the **BOROUGH**'s representative, in those instances where the **BOROUGH** deems it necessary that such discussions be held during the work day.
- C. The **ASSOCIATION** representative(s) shall not leave his or her job without the permission of the Borough Manager and shall not contact another employee on **ASSOCIATION** business without prior permission of the Borough Manager.
- D. Under no conditions shall the **ASSOCIATION** representative(s) interfere with the performance of the work of others.
- E. The **ASSOCIATION** representative(s) have no authority to give orders regarding work to any person employed by the **BOROUGH**, by virtue of his or her position as **ASSOCIATION** representative.



- F. The **ASSOCIATION** shall notify the **BOROUGH** immediately following the selection or replacement of its **ASSOCIATION** representative(s)

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IN WITNESS WHEREOF, the **BOROUGH** has caused this instrument to be signed by its presiding officers, attested to by the Clerk and its corporate seal to be hereunto affixed pursuant to a resolution of the **BOROUGH** passed for that purpose, and the said **EMPLOYEES** have duly signed the within Agreement on this 6<sup>TH</sup> of December 2016.

**BOROUGH OF FAIR LAWN,**

**ATTEST:**

Marilyn B. Bojanowski  
Marilyn B. Bojanowski, RMC  
Assistant Municipal Clerk

By John J. Cosgrove  
John J. Cosgrove, Mayor

**DEPARTMENT HEADS ASSOCIATION OF  
FAIR LAWN,**

By: Kenneth Garrison  
Kenneth Garrison

Timothy Henderson  
Timothy Henderson

**WITNESS:**

Gene M. Kurasnewski